

The Min
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DATED

31ST March

2003

-7. 2003

Action CP

LANCASTER CITY COUNCIL

- and -

THE LANCASHIRE COUNTY COUNCIL

MUSEUMS SERVICES PARTNERSHIP AGREEMENT

I M Fisher Esq
Head of Legal Services
Lancashire County Council
P O Box 78
County Hall
PRESTON
PR1 8XJ



THIS AGREEMENT is made the *Twenty-First* day of *March*

2003

BETWEEN:-

LANCASTER CITY COUNCIL ("the City Council") of The Town Hall Lancaster LA1 1PJ

and

THE LANCASHIRE COUNTY COUNCIL ("the County Council") of PO Box 78 County Hall Preston Lancashire PR1 8XJ

BACKGROUND

- (a) The City Council and the County Council independently run Museum services within the administrative district of Lancaster.
- (b) Following the Best Value process the parties have agreed to enter into a partnership to manage and operate the Museum Service within the Relevant Area on the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 "The Buildings" shall mean the Lancaster City Museum, the Lancaster Maritime Museum, the Cottage Museum and part of Room A13 St. Leonard's House all of which are more particularly described in Licence Agreements of even date made between the parties hereto in the form of the agreed drafts annexed hereto and listed in Schedule 1.
- 1.2 "The Collections" shall mean all the existing collections and items added after the commencement of this Agreement.
- 1.3 "The Existing Collecting Policies" shall mean those policies set out at Schedule 2.

1.4 "The Existing Collections" shall mean those items which at the commencement of this Agreement were in the possession of the City Council and for which responsibility for care will pass to the County Council in accordance with the terms of this Agreement and Schedule 3.

1.5 "The Museum Service" shall mean the caring for and the making available of the Collections for research, publication, exhibition and display within the Relevant Area.

1.6 "The Relevant Area" shall mean the administrative area of Lancaster.

2. POWERS

The parties have entered into this Agreement pursuant to the provisions of Section 2(1) of the Local Government Act 2000.

3. COMMENCEMENT AND DURATION

This Agreement shall commence on the 1st April 2003 and shall be for a period of ten years with the option for the parties by agreement to extend it for such period and on such terms as shall be agreed.

4. COLLECTIONS

4.1. All the Existing Collections will remain the property of the City Council, except for long-term loans, which will remain the property of their respective owners.

4.2 The Existing Collections broadly belong to fields of Archaeology, Fine and Decorative Arts, Social History, Maritime History and Military History (KORR).

4.3 The County Council will be responsible for the care of the Existing Collections (including long-term loans). In addition the County Council will provide Curatorial Advice to the City Council on the pictures, silver and historic furniture

kept in the Town Hall, Lancaster and the will provide Curatorial Advice on the maintenance and presentation (but the responsibility and budgets for grass-cutting and litter picking remain with the City Council) of the Roman Bath-house in Lancaster.

- 4.4 The County Council will be responsible for items, i.e. from the Existing Collections and any material currently on loan to the museums within the Buildings. The County Council will be responsible for renewing such loans where appropriate. The rights of the lenders of such items will remain unchanged. All the Collections obtained in pursuance of this Agreement will remain in the Relevant Area unless otherwise agreed by the parties.
- 4.5 The County Council will continue to operate in accordance with the Existing Collecting Policies. All acquisitions made by the County Council in pursuance of this Agreement will become the property of the City Council unless otherwise agreed by the parties. However, where a significant item is acquired for more than one museum within the County of Lancashire, ownership may be shared.
- 4.6 The Collections shall be used for legitimate and ethical purposes only, as defined by the Museums Association's Codes of Conduct.
- 4.7 The County Council shall be responsible for any conservation work and the care of the Collections through appropriate storage, environment and security. Where these require significant capital improvements the County Council shall consult the City Council.
- 4.8 In exercising its responsibility for the conservation of the collections the County Council shall, wherever possible, use its own trained conservators and approved external conservators where not.
- 4.9 Any substantial removal of the Collections from or within the Buildings shall be agreed by both parties. All such matters will be referred to the Local Advisory

Forum, as defined in Clause 10 hereof, by way of consultation but for the avoidance of doubt the final decision shall lie with the parties.

- 4.10 All the Collections shall be accessioned within the system documentation system currently used by the City Council i.e. with a unique mark including the letters 'LM' followed by a year code and accession number. The County Council may use any appropriate system for recording such collections and accessions and shall update the City Council annually of any new accessions.
- 4.11 The City Council shall cede to the County Council any reproduction rights it may possess in the Collections and any profits resulting from these shall belong to the County Council and shall be retained within its museums budget.
- 4.12 The sale or disposal of the Collections is strictly governed by the terms of the County of Lancashire Act 1984 and applies equally to both parties. Any disposal for other reasons (i.e. irreversible decay, safety, health reasons) shall be carried out only with the agreement of both parties.

5. PUBLIC ACCESS

- 5.1 In carrying out its obligations under this Agreement the County Council shall ensure that the level of public access other than in exceptional circumstances shall not be less than the current level of public access, which is as follows:-
- 5.1.1 The City Museum – 2100 hours per year
 - 5.1.2 The King's Own Regimental Museum – 2100 hours per year
 - 5.1.3 The Maritime Museum – 1785 hours per year
 - 5.1.4 The Cottage Museum – 540 hours per year
- 5.2 The minimum level of public access referred to above excludes access for educational use.

6. **BUILDINGS**

- 6.1 Ownership of the Buildings shall remain with the City Council.
- 6.2 The City Council agrees to grant a licence to the County Council to occupy the Buildings substantially on the terms of the draft attached to this Agreement.
- 6.3 The City Council is responsible for the maintenance and insurance of the Buildings and agrees to maintaining the Buildings in a condition which is agreed to be suitable for the provision of the service.
- 6.4 The City Council will be responsible for all service maintenance and testing contracts for the fixed installations and appliances. The City Council shall give reasonable notice to the County Council of any contracts for repair and maintenance that may require access to areas in which the Collections are displayed or stored or which may influence the environmental conditions in such areas.
- 6.5 The County Council as occupier of the Buildings will be responsible for ensuring compliance with all statutory regulations and other service specific responsibilities, provided always that the City Council shall ensure that the Buildings continue where practicable to meet all legal requirements over and above those required by the occupier. For the avoidance of doubt the City Council shall be responsible for compliance with the Disability Discrimination Act 1995 in so far as it relates to the Buildings, access to the Buildings and access within the Buildings.
- 6.6 The City Council shall have a right of access to the Buildings and the Collections at all reasonable times by prior written notice except in cases of emergency where prior written notice may be waived.
- 6.7 Where access is necessary to enable the County Council to perform its obligations under this Agreement the City Council shall ensure the County

Council has a proper right of access to all buildings (whether or not within the definition of the Buildings).

7. STANDARDS

- 7.1 Unless specifically stated otherwise all standards of care shall be deemed to relate to the Museum Registration Scheme or an appropriate national successor scheme. The retention of Registered Status shall be the responsibility of the County Council, except to the extent that such retention entails major expenditure or capital works outside the terms of this Agreement, in which case both parties shall discuss the issue and apportion costs.

8. STAFFING

- 8.1 The City Council's existing members of staff as identified in Schedule 4 will transfer to the County Council on similar terms and conditions by virtue of TUPE legislation.
- 8.2 The County Council shall have flexibility to change the overall structure of the new combined Museums Service provided that it is in accordance with TUPE legislation, the agreed level of service to the relevant area is maintained, and that there is appropriate consultation with trade unions and with affected staff.

9. FINANCIAL MANAGEMENT

- 9.1 Subject to the receipt of the agreed management fee by the agreed date as set out in Schedule 5 and the terms of the draft Licences at Schedule 1 all financial management shall be the responsibility of the County Council to be exercised in accordance with the County Council's own Standing Orders, policies and

procedures, except that relating to buildings and building maintenance which shall be the responsibility of the City Council.

10. LOCAL ADVISORY FORUM

10.1 Upon the completion of this Agreement both parties shall use their reasonable endeavours to establish a Local Advisory Forum. The Local Advisory Forum shall comprise:

two Councillors from the City Council

two Councillors from the County Council

the Director of Regeneration for the City Council

the County Museums Officer for the County Council

three stakeholder representatives

10.2 The Local Advisory Forum shall meet regularly and in any event not less than annually to review, monitor and consider variations to this Agreement. The County Council shall produce an annual report for the Local Advisory Forum on its stewardship of the Museum Service within the Relevant Area.

11. MANAGEMENT FEE

11.1 The City Council shall pay the County Council an annual management fee equivalent to the current annual running costs, including any related costs currently held elsewhere in the budget, less those elements such as buildings maintenance which remain the responsibility of the City Council.

11.2 A mutually agreed annual inflation guideline shall be applied to each individual element in the budget.

11.3 The management fee shall be calculated and paid in accordance with Schedule 5.

12. INSURANCE

12.1 The County Council shall indemnify the City Council against fire, theft and damage in respect of the Existing Collections to the extent that the County Council is insured for the same.

12.2 All loans of exhibits to the Museum Service by individuals or corporations shall be separately insured by the County Council to a mutually agreed value.

12.3 All loans from the Exhibited Collections to a third party shall be adequately insured by the borrower at their own expense.

13. TERMINATION

13.1 Either party may terminate this Agreement by giving two years notice in writing to end on the 31st March.

13.2 Without prejudice to clause 13.1 earlier termination on agreed terms may be permitted by mutual consent in the event of material considerations such as failure to meet the terms of this Agreement or the abolition of a tier of local government.

13.3 In the event of termination both parties shall co-operate in all reasonable ways to ensure a smooth hand over and running of the Museums Service with as little disruption as possible after termination.

13.4 In the event that the City Council shall fail to make any payment properly due to the County Council under this Agreement the County Council shall be entitled to

serve notice requiring the payment to be made within 30 days. If the relevant payment is still not made the County Council may terminate this Agreement at any time.

14. ARBITRATION

- 14.1 Any material dispute between the parties shall be passed to the North West Museums Libraries and Archives Council or its successor body for arbitration.

SCHEDULE 1

LICENCES

1. Licence between the parties in respect of:-
 - 1.1 The City Museum, Market Square, Lancaster.
 - 1.2 The Cottage Museum, 15 Castle Hill, Lancaster.
 - 1.3 The Maritime Museum, St Georges Quay, Lancaster.

2. Licence between the parties in respect of Part of Room A13, Basement, St Leonard's House, St Leonard's Gate, Lancaster.

LICENCE

DEFINITIONS

Licensor	Lancaster City Council Town Hall Dalton Square LANCASTER LA1 1PJ
Licensee	The Lancashire County Council County Hall PRESTON
Premises	<ol style="list-style-type: none">1. City Museum, Market Square, Lancaster (the site of which is identified on Plan 1)2. Cottage Museum, 15 Castle Hill, Lancaster (the site of which is identified on Plan 2)3. Maritime Museum, St George's Quay, Lancaster (the site of which is identified on Plan 3)

All as shown edged red on the attached plans.
N.B. The Maritime Museum includes floors 3 and 4 of the building shown green on Plan 3 together with all access routes thereto.

Fee Nil

Period The Licences shall run for the same period as the Management Agreement made between the same parties as this Licence which is for an initial period of ten years commencing on 1st April, 2003 and thereafter annually until determined. If the Management Agreement is terminated in any way the licences shall terminate on the same day.

OBLIGATIONS

Outgoings	The Licensee will be responsible for the payment of outgoings save where these are the responsibility of the City Council as set out in the Repair and Maintenance Provisions (see schedule attached).
Repair and Maintenance	Repairs and maintenance will be carried out in accordance with the attached provisions.
Alienation	This Licence is personal to the County Council and is not capable of transfer, nor does it enable the County Council to share its benefit.
Alterations	The Licensee shall be permitted to carry out alterations

to the premises subject to the consent of the Licensor, such consent not to be unreasonably withheld.

Indemnity

The Licensee shall indemnify the Licensor from all claims and actions of whatsoever nature arising from its use and occupation of the Premises and the Licensor will indemnify the Licensee from any claims and actions solely related to its performance of its obligations under this Licence.

Insurance

The City Council to insure the buildings.

Legal Costs

Each party to bear their own costs

SPECIAL TERMS

- a) In respect of the Licence for the City Museum such Licence shall be held subject to the agreement dated 17th October 1996, made between the Trustees of the Kings Own Regimental Museum and the Licensor (a copy of which is appended to this Licence) (The AGREEMENT).
- b) In the case of the Cottage Museum the Licensee shall be allowed to use one car parking space on the car parking area behind the Cottage Museum shown edged blue on Plan 2 subject to the Licensees undertaking not to obstruct the right of way in favour of the Licensor over the land shown edged brown on Plan 2.
- c) In relation to the Maritime Museum:-
 - (i) the Licensee shall have the use with others having the like right of the car parking area shown edged blue on Plan 3 access to which will be over, along and upon the area shown edged brown on Plan 3.
 - (ii) for the duration of the annual Maritime Festival the Licensee shall have the exclusive use of the whole of the car parking area edged blue on Plan 3 in so far as the Licensor can grant the same.

SIGNED on behalf of the Licensor)
by Roger Muckle its Corporate)
Director (Central Services))

.....

SIGNED on behalf of the Licensee)

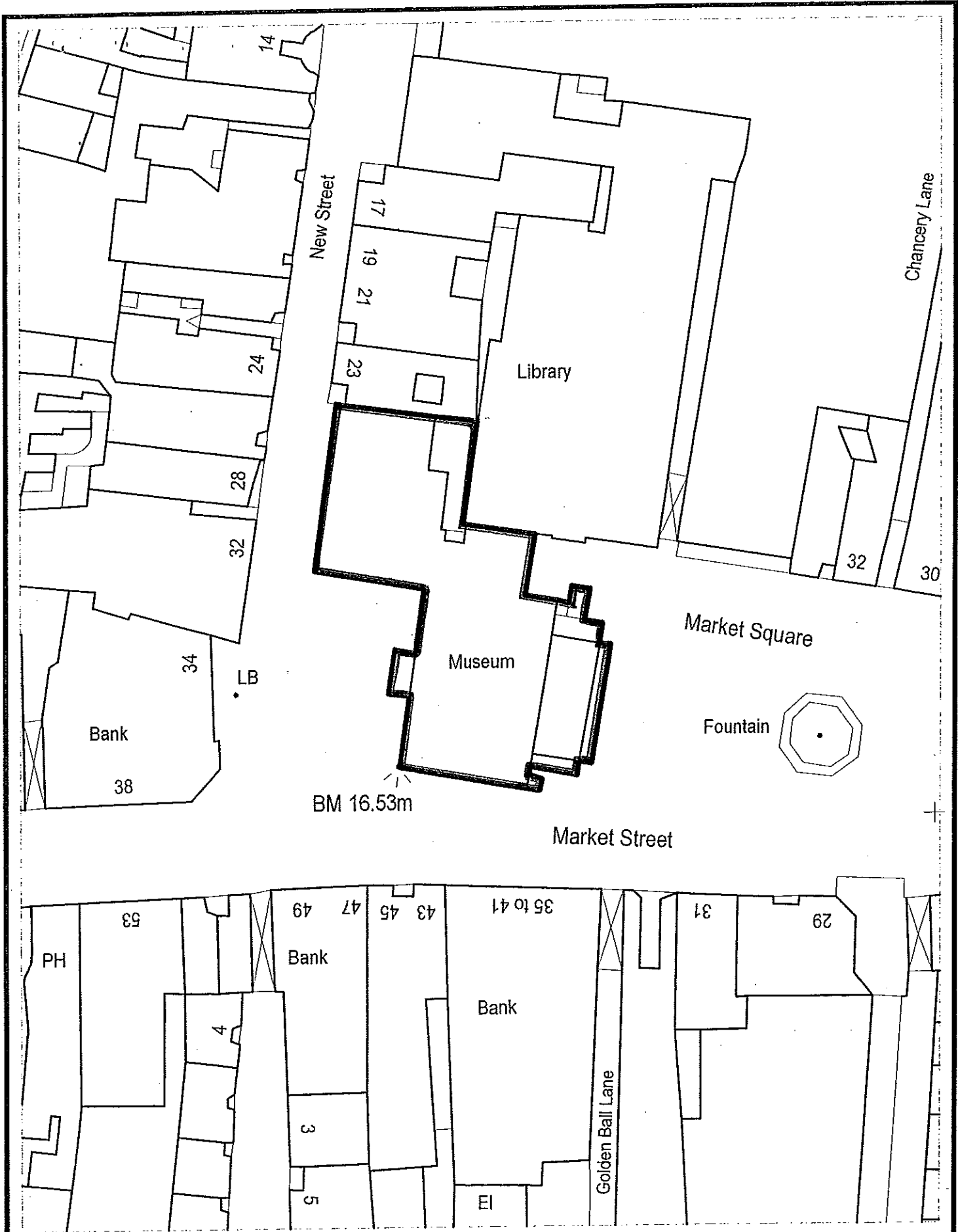
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Schedule

LANCASTER MUSEUMS – PROVISIONS FOR REPAIR AND MAINTENANCE

- The City Council will retain responsibility for repair and maintenance as outlined below and will ensure, as far as is practicable, that at all times the properties are kept in a condition which is agreed to be suitable for the provision of the agreed services.
- Budget of £17,000 pa identified – updated annually in line with the general increase in the City Council's repair and maintenance budget and reviewed at three yearly intervals to ensure that it remains appropriate and adequate.
- Annually, at a time to be arranged, the City Council and County Council will agree a planned programme of repair and maintenance for the coming year, taking account of the available budget and priorities within the City Council and also the operational requirements of the Museums Service.
- Unplanned/emergency repairs and essential works to comply with any legislation will be dealt with as and when they arise and if they impact on service provision will be dealt with, although it is acknowledged that this may take precedent over other works planned during the year.
- Defects will be reported by Museum staff to the City Council's Property Services (01524) 582977 who will then arrange and supervise, where necessary, the relevant repairs, liaising with Museum staff to minimise disruption to service provision.
- If in any one year the available budget is not fully utilised to deliver the agreed programme of planned repairs and any unplanned repairs the balance will be retained by the City Council.
- If in any one year the available budget is insufficient to meet the agreed programme of planned repairs and any unplanned repairs the deficit will not be carried forward and will not have an impact upon future years budgetary provision.
- The City Council will retain responsibility for all service/maintenance/testing contracts for items such as gas/electric/water installations and fixed appliances, lifts, fire extinguishers, fire alarms, humidifiers etc. The Museum Service/County Council will be responsible for ensuring compliance with all statutory regulations and other service specific responsibilities, such as daily checks of the emergency lighting and exits, fire alarm testing, portable appliance testing, and in addition the security systems.
- The City Council will continue to insure the buildings and bear any excess that may be applicable in relation to any claim.
- Any dispute or difference that arises between the parties as to the construction of this Licence or the respective rights, duties and obligations of the parties under it, or any other matter arising out of or connected with the subject matter of it, must

be referred to the decision of an arbitrator if either party so requires at any time by a notice served on the other (an arbitration notice). The arbitration must be conducted in accordance with the Arbitration Act 1996 and the arbitrator's decision shall be binding upon the parties. Notwithstanding the general arbitration provisions the Licensee reserves the right to carry out repairs and recharge the cost to the Licensor, subject to these provisions.



Property Services
 Town Hall
 Lancaster LA1 1PJ
 Telephone: (01524) 582967

Title: City Museum, Lancaster

Scale: 1:500

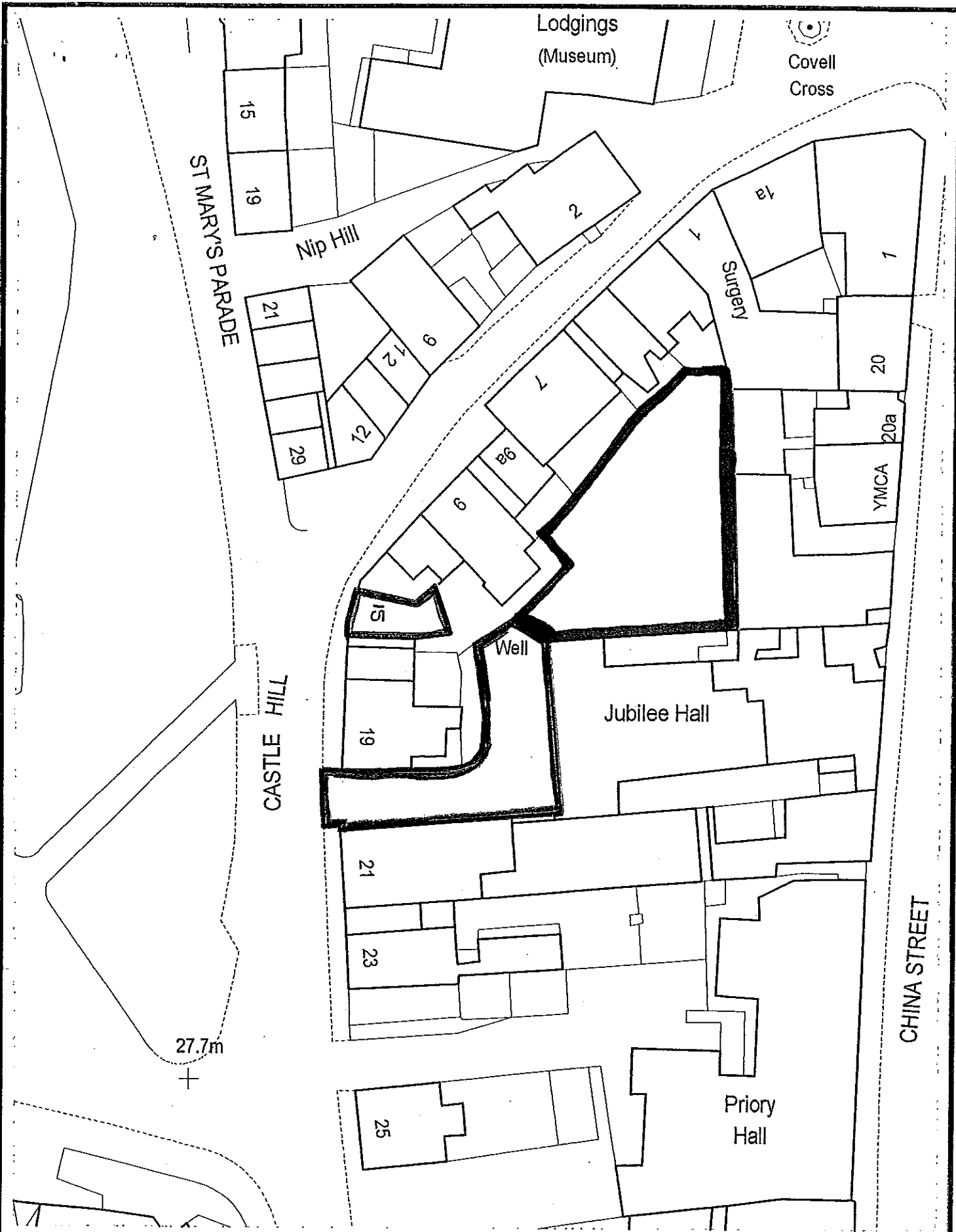
Date: 13/3/2003

PLAN 1

**LANCASTER
 CITY COUNCIL**

Promoting City, Coast & Countryside

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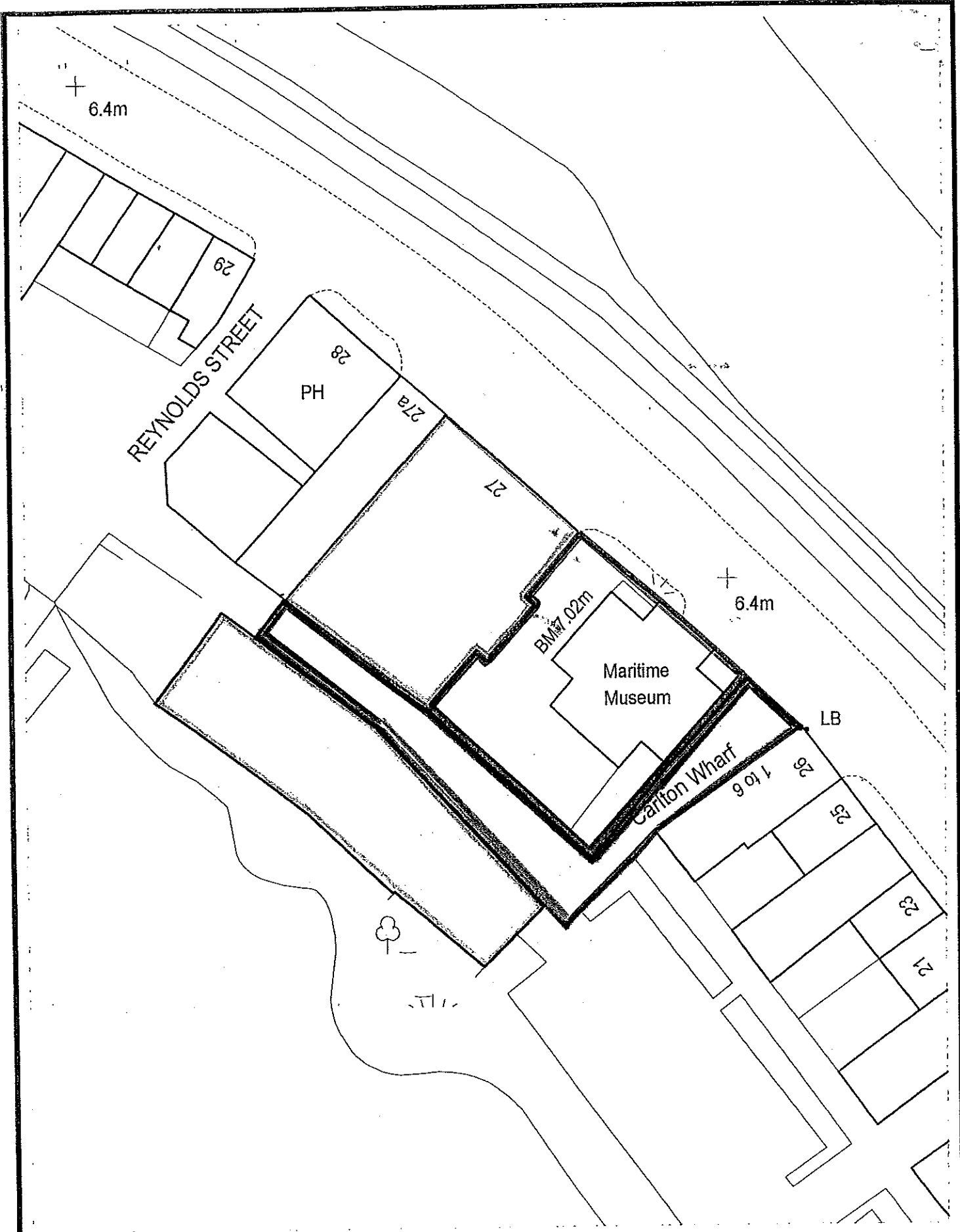


Property Services
 Town Hall
 Lancaster LA1 1PJ
 Telephone: (01524) 582967

Title: Cottage Museum, Lancaster
 Scale: 1:500
 Date: 13/3/2003
 PLAN 2

LANCASTER
 CITY COUNCIL
 Promoting City, Coast & Countryside

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Property Services
 Town Hall
 Lancaster LA1 1PJ
 Telephone: (01524) 582967

Title: Maritime Museum, Lancaster

Scale: 1:500

Date: 13/3/2003

PLAN 3

LANCASTER
 CITY COUNCIL

Promoting City, Coast & Countryside

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Please to read
DATED

17 Oct 1996

1996

THE TRUSTEES OF THE KING'S OWN
REGIMENTAL MUSEUM

-and-

LANCASTER CITY COUNCIL

A G R E E M E N T

Relating to the King's Own
Regimental Museum Collection

CITY SOLICITOR,
LANCASTER CITY COUNCIL,
TOWN HALL,
DALTON SQUARE,
LANCASTER.
LA1 1PJ

TEL: 01524 582024
REF: MP

t1/djun/leg/kingsown

I hereby certify this to be a true copy of the original deed.
M.A. Putnam
MA PUTNAM
SOLICITOR *18-10-96* *Please do not file*

THIS AGREEMENT is made the *17th* day of *October*

One Thousand Nine Hundred and Ninety Six BETWEEN COLONEL JOHN GONZALVO DE CORDOVA OBE of Stocks Cottage Kington Langley Near Chippenham Wiltshire SN15 5NW MAJOR PHILIP EDWARD MILES OGLETHORPE TD of Elmhurst Ashton Road Lancaster LA2 0AA LIEUTENANT COLONEL JOHN MICHAEL HARDY of The Trees Barton Road Lancaster LA1 4ER LIEUTENANT COLONEL PETER EDWARD DEW of The Manor Lodge Halton Lancaster LA2 6LP LIEUTENANT COLONEL DENNIS STOPFORD of Merrow House Merrow Guildford Surrey GU4 7AN MAJOR ANTHONY COURTNEY BOOTH of Victoria House High Street Witton-le-Wear County Durham (hereinafter together called "The Trustees" which expression shall include their successors in title) of the one part and LANCASTER CITY COUNCIL of Town Hall Dalton Square Lancaster (hereinafter called "The Council") of the other part

W H E R E A S

- (1) The Trustees are the trustees of the King's Own Regimental Museum ("The Collection") and the whole of The Collection is presently housed within the City Museum of The Council and is under the care and supervision of The Council
- (2) The parties hereto are desirous of entering into this Agreement to record the terms upon which The Council hold The Collection

WHEREBY IT IS AGREED AS FOLLOWS:

- 1. IN consideration of The Council agreeing to continue to house The Collection at the City Council's Museum in Lancaster The Trustees hereby ~~agree to deposit into the custody of The Council the whole of The Collection~~ upon the following terms
- 2. THE Council agree to hold The Collection and to retain the same in its custody and to ensure that The Collection is cared for and maintained to the same standard as The Council's own collections held at the City Council's Museum
- 3. THE Council agree to insure The Collection at its own expense
- 4. OWNERSHIP of The Collection shall remain vested in The Trustees

5. THE Council may display The collection or any part of The collection at the City Museum or in any other place or places within the control of The Council PROVIDED THAT The Trustees consent shall be first obtained to any display other than at the City Museum

6. THE Trustees shall give the Council written notice of the retirement of any trustee and/or the appointment of any new trustee

IN WITNESS whereof The Trustees have hereunto set their hands and seals and The Council has caused its common seal to be hereunto affixed the day and year first before written

SIGNED as a Deed by the said)
COLONEL JOHN GONZALVO DE)
CORDOVA OBE in the presence)
of:-)

J. De Cordova

Ed Miles
of:-
J. LAUGHTON WANGS

KINGSTON WANGLEBY)
SIGNED as a Deed by the said)
MAJOR PHILIP EDWARD MILES)
OGLETHORPE TD in the presence)
of:-)

OAP.
Philip Edward Miles

Diane Dares
29 Chatsworth Road
Scarborough Lancaster LA1 4SL
Secretary

SIGNED as a Deed by the said)
LIEUTENANT COLONEL JOHN MICHAEL)
HARDY in the presence of:-)

John Michael Hardy

B. A. Harrison
41 Ton-Hill Drive
Lancaster

SIGNED as a Deed by the said)
LIEUTENANT COLONEL PETER)
EDWARD DEW in the presence)
of:-)

Peter Edward Dew

M. YULL
31 CHERITON FIELD
FULWOOD, PRESTON PR2 3WH

SIGNED as a Deed by the said)
LIEUTENANT COLONEL DENNIS)
STOPFORD in the presence of:-)

G. M. Bate
68, MERRON WOODS
GUILFORD, GU1 2LN
COMPANY MANAGING DIRECTOR
t17/djun/leg/kingsown

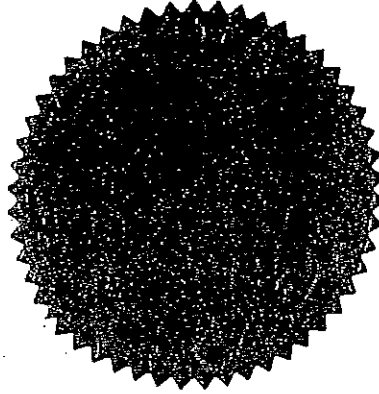
Dennis Stopford

SIGNED as a Deed by the said)
MAJOR ANTHONY COURTNEY BOOTH)
in the presence of:-)

[Signature]
A/B

C. J. Suter
34. South Street
Durham DH1 4AP Retired

THE COMMON SEAL of LANCASTER)
CITY COUNCIL was hereunto)
affixed in the presence of:-)



[Signature]
City Solicitor

SEAL REGISTER NUMBER	16735
-------------------------	-------

DATED

31ST March

2003

The Museum
of Lancaster

- 7 APR 2003

Action... *CP*

LANCASTER CITY COUNCIL

- and -

THE LANCASHIRE COUNTY COUNCIL

LICENCE

in respect of

City Museum, Market Square, Lancaster
Cottage Museum, 15 Castle Hill, Lancaster
Maritime Museum, St George's Quay, Lancaster

I M Fisher Esq
Head of Legal Services
Lancashire County Council
P O Box 78
County Hall
PRESTON
PR1 8XJ



to the premises subject to the consent of the Licensor, such consent not to be unreasonably withheld.

Indemnity

The Licensee shall indemnify the Licensor from all claims and actions of whatsoever nature arising from its use and occupation of the Premises and the Licensor will indemnify the Licensee from any claims and actions solely related to its performance of its obligations under this Licence.

Insurance

The City Council to insure the buildings.

Legal Costs

Each party to bear their own costs

SPECIAL TERMS

- a) In respect of the Licence for the City Museum such Licence shall be held subject to the agreement dated 17th October 1996, made between the Trustees of the Kings Own Regimental Museum and the Licensor (a copy of which is appended to this Licence) (The AGREEMENT).
- b) In the case of the Cottage Museum the Licensee shall be allowed to use one car parking space on the car parking area behind the Cottage Museum shown edged blue on Plan 2 subject to the Licensees undertaking not to obstruct the right of way in favour of the Licensor over the land shown edged brown on Plan 2.
- c) In relation to the Maritime Museum:-
 - (i) the Licensee shall have the use with others having the like right of the car parking area shown edged blue on Plan 3 access to which will be over, along and upon the area shown edged brown on Plan 3.
 - (ii) for the duration of the annual Maritime Festival the Licensee shall have the exclusive use of the whole of the car parking area edged blue on Plan 3 in so far as the Licensor can grant the same.

LICENCE

DEFINITIONS

Licensor	Lancaster City Council Town Hall Dalton Square LANCASTER LA1 1PJ
Licensee	The Lancashire County Council County Hall PRESTON
Premises	<ol style="list-style-type: none">1. City Museum, Market Square, Lancaster (the site of which is identified on Plan 1)2. Cottage Museum, 15 Castle Hill, Lancaster (the site of which is identified on Plan 2)3. Maritime Museum, St George's Quay, Lancaster (the site of which is identified on Plan 3) <p>All as shown edged red on the attached plans. N.B. The Maritime Museum includes floors 3 and 4 of the building shown green on Plan 3 together with all access routes thereto.</p>
Fee	Nil
Period	The Licences shall run for the same period as the Management Agreement made between the same parties as this Licence which is for an initial period of ten years commencing on 1 st April, 2003 and thereafter annually until determined. If the Management Agreement is terminated in any way the licences shall terminate on the same day.
<u>OBLIGATIONS</u>	
Outgoings	The Licensee will be responsible for the payment of outgoings save where these are the responsibility of the City Council as set out in the Repair and Maintenance Provisions (see schedule attached).
Repair and Maintenance	Repairs and maintenance will be carried out in accordance with the attached provisions.
Alienation	This Licence is personal to the County Council and is not capable of transfer, nor does it enable the County Council to share its benefit.
Alterations	The Licensee shall be permitted to carry out alterations

SIGNED as a Deed by the said
MAJOR ANTHONY COURTNEY BOOTH
in the presence of:-

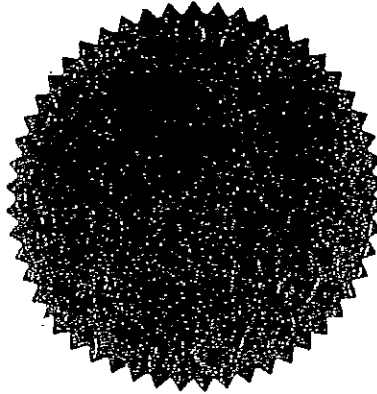
[Handwritten signature]
AHB

T. P. Suter

34. South Street

Dunham DH1 4AP Retired


THE COMMON SEAL of LANCASTER
CITY COUNCIL was hereunto
affixed in the presence of:-



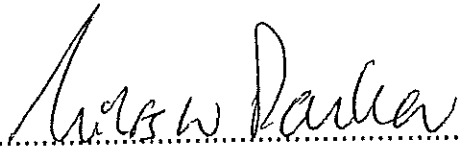
[Handwritten signature]
City Solicitor

SEAL REGISTER NUMBER	16735
-------------------------	-------

SIGNED on behalf of the Licensor)
by Roger Muckle its Corporate)
Director (Central Services))


.....

SIGNED on behalf of the Licensee)


.....
Asst. Head legal services -

I hereby certify this to be a true copy of the original deed

M.A. Putnam
M.A. PUTNAM
SOLICITOR

18-10-96

Please do not
19th day of October

THIS AGREEMENT is made the

One Thousand Nine Hundred and Ninety six BETWEEN COLONEL JOHN GONZALVO DE CORDOVA OBE of Stocks Cottage Kington Langley Near Chippenham Wiltshire SN15 5NW MAJOR PHILIP EDWARD MILES OGLETHORPE TD of Elmhurst Ashton Road Lancaster LA2 0AA LIEUTENANT COLONEL JOHN MICHAEL HARDY of The Trees Barton Road Lancaster LA1 4ER LIEUTENANT COLONEL PETER EDWARD DEW of The Manor Lodge Halton Lancaster LA2 6LP LIEUTENANT COLONEL DENNIS STOPFORD of Merrow House Merrow Guildford Surrey GU4 7AN MAJOR ANTHONY COURTNEY BOOTH of Victoria House High Street Witton-le-Wear County Durham (hereinafter together called "The Trustees" which expression shall include their successors in title) of the one part and LANCASTER CITY COUNCIL of Town Hall Dalton Square Lancaster (hereinafter called "The Council") of the other part

WHEREAS

- (1) The Trustees are the trustees of the King's Own Regimental Museum ("The Collection") and the whole of The Collection is presently housed within the City Museum of The Council and is under the care and supervision of The Council
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- 4. OWNERSHIP of The collection shall remain vested in The Trustees

5. THE Council may display The collection or any part of The collection at the City Museum or in any other place or places within the control of The Council PROVIDED THAT The Trustees consent shall be first obtained to any display other than at the city Museum

6. THE Trustees shall give the Council written notice of the retirement of any trustee and/or the appointment of any new trustee

IN WITNESS whereof The Trustees have hereunto set their hands and seals and The Council has caused its common seal to be hereunto affixed the day and year first before written

SIGNED as a Deed by the said)
COLONEL JOHN GONZALVO DE)
CORDOVA OBE in the presence)
of:-)

E. C. Miles
9. *Ed. Miles*
KINGSTON WANGLEBY OAP.

SIGNED as a Deed by the said)
MAJOR PHILIP EDWARD MILES)
OGLETHORPE TD in the presence)
of:-)

Diane Dages
29 Chokworth Road
Scarforth Lancaster LA14 5L
Secretary

SIGNED as a Deed by the said)
LIEUTENANT COLONEL JOHN MICHAEL)
HARDY in the presence of:-)

B. A. Harrison
41 Ton-Hill Drive
Lancaster

SIGNED as a Deed by the said)
LIEUTENANT COLONEL PETER)
EDWARD DEW in the presence)
of:-)

M. Yuill
31 CHERITON FIELD
FULWOOD, PRESTON PR2 3WH

SIGNED as a Deed by the said)
LIEUTENANT COLONEL DENNIS)
STOPFORD in the presence of:-)

G. M. Bane
68. MERRON WOODS
GUILDFORD GU1 2LN
COMPANY MANAGING DIRECTOR
t17djun/leg/kingsown

J. B. Cordova

Diane Dages

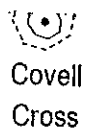
John Michael Hardy

Peter Edward Dew

M. Yuill

Dennis Stopford

Lodgings
(Museum)



ST MARY'S PARADE

Nip Hill

Surgeny

15

19

2

1a

1

21

12

9

7

20

29

21

9a

9

20a

YMCA

15

Well

Jubilee Hall

19

HILL CASTLE

21

23

CHINA STREET

27.7m

25

Priory Hall

Property Services
Town Hall
Lancaster LA1 1PJ
Telephone: (01524) 582967

Title: Cottage Museum, Lancaster

Scale: 1:500

PLAN 2

Date: 13/3/2003

LANCASTER
CITY COUNCIL

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Promoting City, Coast & Countryside

Please to read this
DATED

17 October 1996

THE TRUSTEES OF THE KING'S OWN
REGIMENTAL MUSEUM

-and-

LANCASTER CITY COUNCIL

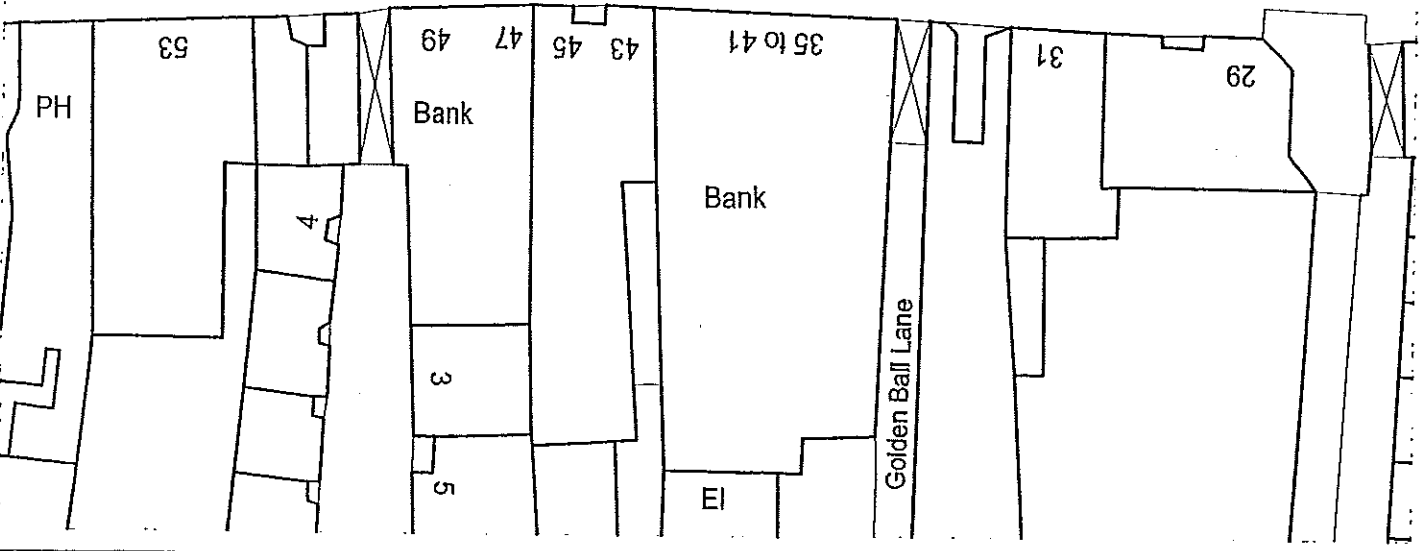
A G R E E M E N T

Relating to the King's Own
Regimental Museum Collection

CITY SOLICITOR,
LANCASTER CITY COUNCIL,
TOWN HALL,
DALTON SQUARE,
LANCASTER.
LA1 1PJ

TEL: 01524 582024
REF: MP

tl/djun/leg/kingsown



Property Services
 Town Hall
 Lancaster LA1 1PJ
 Telephone: (01524) 582967

Title: City Museum, Lancaster

Scale: 1:500

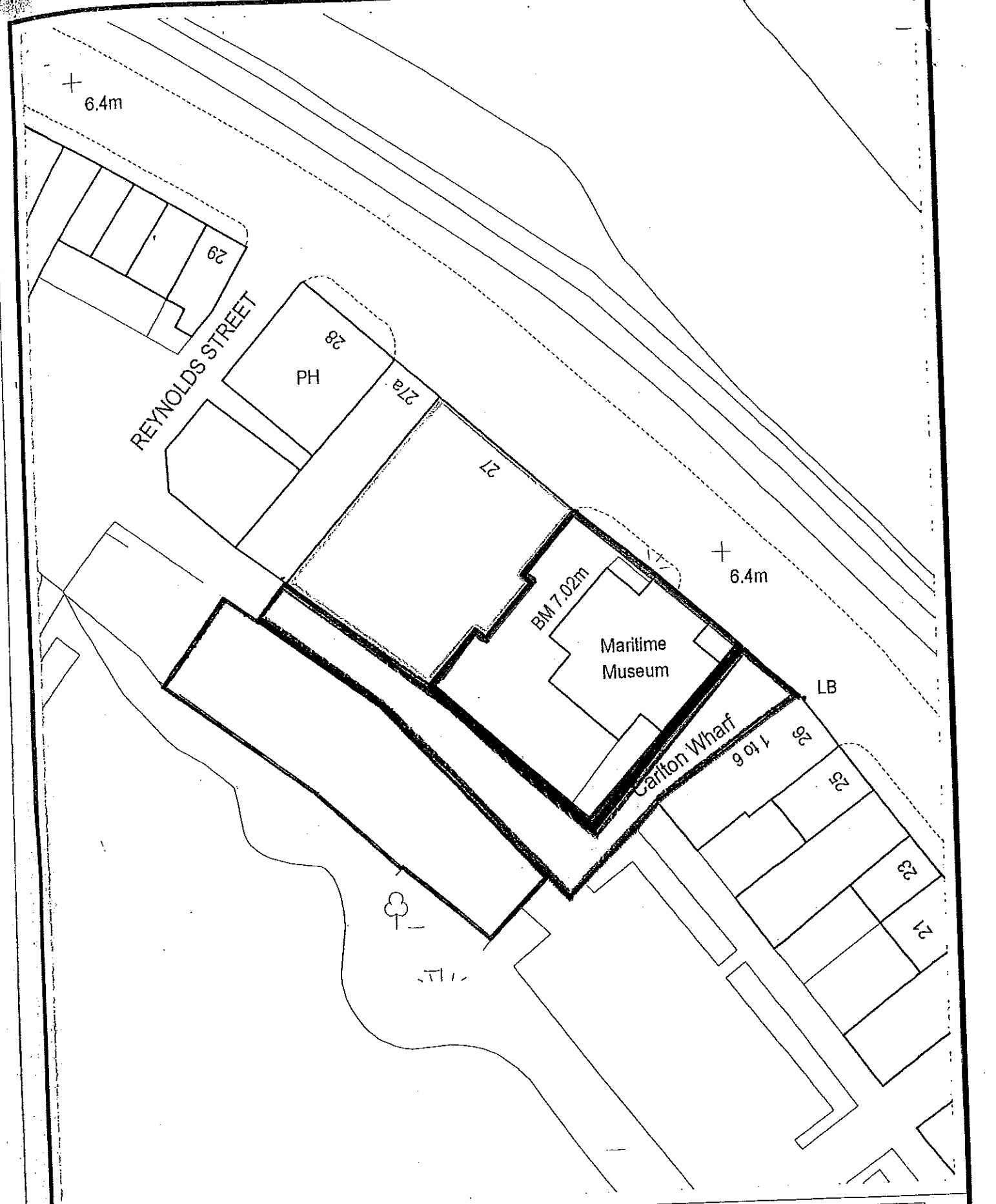
Date: 13/3/2003

PLAN 1

LANCASTER
 CITY COUNCIL

Promoting City, Coast & Countryside

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Property Services
 Town Hall
 Lancaster LA1 1PJ
 Telephone: (01524) 582967

Title: Maritime Museum, Lancaster

Scale: 1:500

Date: 13/3/2003

PLAN 3

LANCASTER
 CITY COUNCIL
 Promoting City, Coast & Countryside

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Schedule

LANCASTER MUSEUMS – PROVISIONS FOR REPAIR AND MAINTENANCE

- The City Council will retain responsibility for repair and maintenance as outlined below and will ensure, as far as is practicable, that at all times the properties are kept in a condition which is agreed to be suitable for the provision of the agreed services.
- Budget of £17,000 pa identified – updated annually in line with the general increase in the City Council's repair and maintenance budget and reviewed at three yearly intervals to ensure that it remains appropriate and adequate.
- Annually, at a time to be arranged, the City Council and County Council will agree a planned programme of repair and maintenance for the coming year, taking account of the available budget and priorities within the City Council and also the operational requirements of the Museums Service.
- Unplanned/emergency repairs and essential works to comply with any legislation will be dealt with as and when they arise and if they impact on service provision will be dealt with, although it is acknowledged that this may take precedent over other works planned during the year.
- Defects will be reported by Museum staff to the City Council's Property Services (01524) 582977 who will then arrange and supervise, where necessary, the relevant repairs, liaising with Museum staff to minimise disruption to service provision.
- If in any one year the available budget is not fully utilised to deliver the agreed programme of planned repairs and any unplanned repairs the balance will be retained by the City Council.
- If in any one year the available budget is insufficient to meet the agreed programme of planned repairs and any unplanned repairs the deficit will not be carried forward and will not have an impact upon future years budgetary provision.
- The City Council will retain responsibility for all service/maintenance/testing contracts for items such as gas/electric/water installations and fixed appliances, lifts, fire extinguishers, fire alarms, humidifiers etc. The Museum Service/County Council will be responsible for ensuring compliance with all statutory regulations and other service specific responsibilities, such as daily checks of the emergency lighting and exits, fire alarm testing, portable appliance testing, and in addition the security systems.
- The City Council will continue to insure the buildings and bear any excess that may be applicable in relation to any claim.
- Any dispute or difference that arises between the parties as to the construction of this Licence or the respective rights, duties and obligations of the parties under it, or any other matter arising out of or connected with the subject matter of it, must

be referred to the decision of an arbitrator if either party so requires at any time by a notice served on the other (an arbitration notice). The arbitration must be conducted in accordance with the Arbitration Act 1996 and the arbitrator's decision shall be binding upon the parties. Notwithstanding the general arbitration provisions the Licensee reserves the right to carry out repairs and recharge the cost to the Licensor, subject to these provisions.